

****NOT INCLUDED IN ELECTRONIC FILE****

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA

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In re:

Hicks; Otis C

609 Christina Pl
Mc Donough, GA 302539011

Debtor (s)

Chapter 13

Case No: 0462849-CRM

Unsecured Claim Amt: \$1,163.32

Secured Claim Amt: \$0.00

Trustee: Nancy J Whaley

Court Unsecured Claim No:

Trustee Unsecured Claim No.: 0015

Court Secured Claim No. :

Trustee Secured Claim No.:

NOTICE OF TRANSFER OF CLAIM PURSUANT TO FRBP RULE 3001 (e) (2), WAIVER OF OPPORTUNITY TO OBJECT, AND REQUEST FOR NOTICE PURSUANT TO FRBP 2002

LVNV Funding LLC its successors and assigns as assignee of Citibank USA (the "Purchaser/Transferee/Assignee") hereby provides notice of the unconditional sale and transfer of all right, title, and interest in and to the Claims (as such is defined in the Purchase and Sale Agreement dated 4/7/2004 by and between the Seller/Transferor/Assignor and Purchaser/Transferee/Assignee) including the Claim referenced above (the "Bankruptcy Claim").

Pursuant to Bankruptcy Rule 3001 (e) (2) and the foregoing assignment, the Purchaser/ Transferee/Assignee hereby requests that it be substituted for the Seller/Transferor/Assignor as the record holder of the Bankruptcy Claim for all purposes in these proceedings. As is set forth in the attached assignment, the Seller/Transferor/Assignor concurs with the request, and is aware of the transfer, and declines its opportunity to object under FRBP 3001 (e) (2). Accordingly, the Purchaser/Transferee/Assignee requests that the transfer of the Bankruptcy Claim be made immediately upon the docketing of the **Joint Notice of Transfer of Claim**.

Purchaser/Transferee/Assignee further requests that it be added to the mailing matrix in the above case pursuant to Bankruptcy Rule 2002, so as to receive copies of all notices and pleadings sent to creditors or other parties in interest.

The original Proof of Claim may have been filed by the Seller/Transferor/Assignor under its name or the name of any of the following acquired institution(s): Sears

Account number: 0218 *1150074270218*

Trustee/Orig Acct #: 218 *11 50074 27021 8*

Dated: October 31, 2006

SELLER/TRANSFEROR/ASSIGNOR: PURCHASER/ASSIGNEE/TRANSFEE:

Citibank USA, N.A.
7930 NW 110th St.
Kansas City, MO 64153

LVNV Funding LLC its successors and assigns as assignee of Citibank USA
c/o RESURGENT CAPITAL SERVICES
P. O. BOX 10587
GREENVILLE, SC 29603-0587
Toll Free: (877) 264-5884
Fax: (864) 678-8790

By: See attached assignment

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

ASN:

PORT: 3585

CT: 37

By: /s/ Joyce Montjoy

JOYCE MONTJOY



Citibank USA, N.A.
P.O. Box 6000
Sioux Falls, SD 57117-6000

Assignment of Accounts

Citibank USA, N.A. ("Seller"), for value received, to the extent permitted by applicable law, and subject to the terms of that certain Purchase and Sale Agreement entered into as of July 11, 2003, (the "Agreement"), by and between Sears, Roebuck and Co.; Sears National Bank; SRFG, Inc.; SMTB, Inc.; SVFT, Inc.; SLRR, Inc.; and Sears Financial Holding Corporation (collectively, "Originator") and Sherman Originator LLC ("Buyer"), then subsequently assumed by Seller pursuant to that letter dated October 30, 2003, transfers, sells, assigns, conveys, grants and delivers to Buyer, who simultaneously transfers, sells, assigns, conveys, grants and delivers to Sherman Acquisition LP ("Subsequent Buyer") all rights, title and interest in and to the Chapter 13 Accounts which are described on the Disk furnished by Seller to Buyer in connection herewith; (ii) all payments on and proceeds of such accounts (each, and "Account") after the close of business on April 9, 2004, and (iii) all claims arising out of or relating to each Account.

The Accounts include accounts that were previously owned by Sears, Roebuck and Co.; Sears National Bank; SRFG, Inc.; SMTB, Inc.; SVFT, Inc.; and SLRR, Inc.

Seller hereby stipulates that Subsequent Buyer may be substituted for Seller as the valid owner of the Accounts and hereby irrevocably waives any and all notice, and hearing requirements imposed by or right to object under Bankruptcy Rule 3001(e)(2) or otherwise.

Each of the obligations of Seller required to be performed by Seller on or prior to the date hereof pursuant to the terms of the Agreement has been duly performed; and all representations and warranties of Seller made under such Agreement are true and correct as of the date hereof.

Dated: 04/09/04

Citibank USA, National Association

By: 

JEFFREY D. GEDNALSKE
Vice President and
Associate General Counsel
Citibank (South Dakota), N.A.
(605)331-1713